



**November 14, 2012**

**For Immediate Release**

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## **STATEMENT TO THE PRESS IN REGARD TO SHABAZZ MUHAMMAD**

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First, Shabazz is very appreciative of the support for him demonstrated by the UCLA community and in particular the efforts by the Administration and Athletic Department to assist him in this matter. He is extremely frustrated and disheartened by how this process has played out and his continued inability to participate in the games with his teammates now that the season has started. This statement is released for the purpose of attempting to clarify, to the extent we can, the process that has taken place in regard to Shabazz's eligibility to play basketball at UCLA.

1. On Friday afternoon November 9, 2012, the NCAA published via press release posted on its website a statement declaring Shabazz Muhammad, an 18-year old freshman at UCLA, ineligible to participate as a member of the UCLA basketball team. (Shabazz just turned 19.) The NCAA statement, which was unsigned, generally declared that Shabazz had violated NCAA rules of amateurism by accepting improper benefits involving unofficial visits to two universities in the form of air travel and hotel expenses paid for by a family friend. This declaration of ineligibility was apparently based on a set of stipulated facts agreed to between UCLA and the NCAA shortly before the NCAA rendered its decision. That decision by the NCAA occurred approximately two hours after the facts were agreed to. The Consent Statement of Facts, upon which the NCAA decision was based, was submitted for Interpretation by UCLA and the NCAA Enforcement staff without any input from Shabazz, his family or the attorneys representing them. A copy of the Consent Statement of Facts was ultimately provided three days later on Monday evening, November 12, after the NCAA "authorized" UCLA to share the information with us.
2. No formal decision by the NCAA declaring Shabazz ineligible, citing specific Bylaws violations, facts supporting a determination of violations, and procedural opportunities to contest the decision by Shabazz, has to date been directly provided to Shabazz, his family or the attorneys representing them. On Monday, November 12, 2012, the NCAA "authorized" UCLA to share with Shabazz, his family and the attorneys representing them an email from the NCAA Academic and Management Affairs (AMA) staff responding to UCLA's request for a determination of whether a violation of NCAA Bylaws had occurred based upon the stipulated facts agreed upon by UCLA and the NCAA. The AMA staff's email held that a violation had occurred as previously described in paragraph 1. At no time has the NCAA or its AMA staff had any contact with Shabazz, his family or their attorneys in regard to this determination and no opportunity has been provided to contest the issue.
3. Based upon the facts as known by Shabazz and his family, the trips referenced by the NCAA Statement were for unofficial visits to UNC and Duke on three different occasions during a time in which Shabazz was a 16 and 17 year old high school student and being recruited by college

basketball programs around the country. Shabazz has consistently stated that he was unaware of how the unofficial trips were paid for and had not discussed that question with his father.

4. The trips were paid for by a friend of Shabazz's family, Benjamin Lincoln, a financial planner from Charlotte, North Carolina. Mr. Lincoln has known and been friends with Shabazz's family for over five years and known Shabazz since Shabazz was in the 7th grade.
5. Knowing the importance for Shabazz and his family to make the best decision possible as to where Shabazz would attend college, Lincoln offered to assist the family in the trips to his home state. Lincoln is neither a graduate of UNC nor Duke but knew that both schools were interested in Shabazz and Shabazz was interested in them.
6. In order to confirm that it was permissible for him to pay for the trips, Mr. Lincoln has indicated that he inquired with individuals affiliated with the NCAA, UNC and Duke. His recollection is that it would be permissible for him to assist with the trips providing that he was a longstanding family friend and the expenditures were reported on the appropriate forms. The NCAA has been aware of these trips for over a year and has previously interviewed Mr. Lincoln about them. At all times Mr. Lincoln and Shabazz's family have acknowledged that Mr. Lincoln paid for the trips in question. Subsequently, the NCAA has interrogated Shabazz on two occasions as well as his parents. The NCAA has required thousands of pages of personal financial and communications records for Shabazz and his family to be turned over to them. At all times, Shabazz and his family have tried to comply with these requests despite the personal nature of the records and the extent of documentation required.
7. The NCAA throughout the investigation has informed Shabazz that a failure to cooperate with the NCAA or to fully and accurately provide all information requested would constitute a violation of NCAA Bylaw 10.1 and potentially result in punishment.
8. Shabazz has already been forced to miss a cultural and educational opportunity to travel with the UCLA basketball team to China before the start of the season. He has now been forced to miss two games with the UCLA team and is still being told that he is ineligible to participate. Due to the process used by the NCAA that effectively provides no rights to Shabazz, we are regrettably unable to fully respond to the issues raised and inquiries from the media. Also, since there has been no opportunity for Shabazz to contest the determination of a violation of the amateur provisions and the NCAA has effectively prohibited transparency in the investigation and the decision-making process, the ability for Shabazz to clear his name and reputation is being jeopardized. We have consistently contended that Shabazz has not committed any violations of NCAA Bylaws and is being unfairly punished. We continue to stand by that assertion.

Finally, we would contend that the underlying principles articulated in the NCAA's Constitution, in particular the provision on "The Principle of Amateurism," should be considered in the resolution of this case. This Principle reflects the commitment to "protect" student-athletes – not "punish" them for issues over which they have no control.